



GOVERNMENT OF PUERTO RICO  
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

April 05, 2023

**RE: PRIDCO-FEMA-RFP-2023-02  
Request for Proposal (RFP)  
Construction Management and Inspection Services (CMI) for  
FEMA 4473-DR-PR Earthquake - Multiple PRIDCO Existing Industrial  
Buildings Repairs, Island Wide**

Dear Proponent:

The Puerto Rico Industrial Development Company (PRIDCO) here by invites your firm to submit a proposal for the Construction Management and Inspection Services (CMI) for the Planning-Assessment-Design-Permitting-Bid (mentioned and defined as Pre-construction) and Repairs and Construction of multiple PRIDCO properties island wide.

Attached is the RFP describing the project, requirements of the proposal, the services sought and criteria that will be used to evaluate received proposals.

Please deliver two (2) copies and one unbound original of your proposal and a digital copy via USB, to PRIDCO offices, Suite 303, **no later than 4:00 PM, Friday, May 05, 2023**. PRIDCO offices are located at 355 F.D. Roosevelt Ave., Hato Rey. Note that this deadline is firm, and late submittals will not be accepted.

We look forward to receiving a proposal from your firm. If you have any questions **fema.admin.4473@pridco.pr.gov**

Sincerely,

Carlos J. Ríos Pierluisi, Esq.  
Deputy Executive Director  
PRIDCO

## **TABLE OF CONTENTS**

|  | PAGE |
|--|------|
| <b>SECTION 1 – GENERAL NATURE OF SERVICES</b>  |      |
| 1.1 Introduction   | 4    |
| 1.2 Background   | 6    |
| 1.3 Scope of Services  | 9    |
| <b>SECTION 2 – CONSTRUCTION MANAGEMENT SERVICE TO BE PROVIDED</b>                              |      |
| 2.1 Phase One – Pre-Construction   | 10   |
| 2.2 Phase Two: Contractor(s) participation and obligations in the Bidding and Awarding Process | 12   |
| 2.3 Phase Three: Construction/Repairs Management, and Inspection Process                       | 14   |
| 2.4 Phase Four: Close-Out Process  | 17   |
| 2.5 Existing Conditions and HMP Assessments, Design & Permitting Services To Be Managed        | 18   |
| 2.6 Construction Management Services   | 20   |
| 2.7 Document Control   | 23   |
| 2.8 Other Services Requested   | 24   |
| <b>SECTION 3 – REQUIRED PROPOSAL INFORMATION</b>   | 26   |
| 3.1 Transmittal Letter   | 26   |
| 3.2 Project Understanding  | 28   |
| 3.3 Approach and Management Plan   | 28   |
| 3.4 Qualifications and Experience  | 28   |
| 3.5 Additional Relevant Information  | 38   |
| 3.6 References   | 29   |
| 3.7 Submittal of Proposals   | 29   |
| 3.8 Cost Proposal  | 29   |
| 3.9 Proof of Liability Insurance and Work Compensation   | 30   |
| 3.10 Project Schedule  | 30   |
| 3.11 PRIDCO'S Responsibilities   | 30   |
| 3.12 General Terms and Conditions  | 30   |
| 3.13 Conflict of Interest  | 31   |
| 3.14 Proponent   | 31   |
| 3.15 Indemnification and Hold Harmless   | 31   |
| 3.16 Assignment and Sub-contracting  | 32   |

|  |           |
|--|-----------|
| 3.17 Non-Disclosure Agreement  | 32        |
| 3.18 Insurance Requirements  | 33        |
| 3.19 Additional Conditions   | 34        |
| <b>SECTION 4 – SUBMISSION REQUIREMENTS</b>   | <b>34</b> |
| 4.1 Submission Deadline  | 35        |
| 4.2 Modification or Withdrawal of Proposal   | 35        |
| 4.3 Errors in Proposals  | 35        |
| 4.4 Right of Rejection   | 35        |
| 4.5 Product Ownership  | 36        |
| 4.6 Licensing Requirements   | 36        |
| 4.7 Proposal Development Cost  | 36        |
| 4.8 Additional Information   | 36        |
| <b>SECTION 5 – SELECTION OF CONSULTANT</b>   | <b>37</b> |
| 5.1 Proposal Evaluation Criteria and Procedures  | 37        |
| <b>SECTION 6 – SCHEDULE</b>  | <b>39</b> |
| 6.1 RFP Issued   | 39        |
| 6.2 Virtual Project Scope Presentation (Mandatory)                                       | 39        |
| 6.3 Questions Due  | 39        |
| 6.4 Response to Questions/Answers Sent   | 39        |
| 6.5 Proposals due  | 39        |
| 6.6 Selection/Short-list   | 39        |
| 6.7 Consultant Short-list Interviews   | 39        |
| 6.8 Revised Proposals  | 39        |
| 6.9 Recommendation for Selection   | 39        |
| <b>SECTION 7 – QUESTIONS</b>   | <b>40</b> |
| <b>SECTION 8 – ATTACHMENTS</b>   | <b>41</b> |
| 1-A Schedule of Construction and Key Personnel   | 41        |
| 1-B Process for Issuance of Task Orders and Form of Task Order for Professional Services | 45        |
| 1-C Form of Task Order for Professional Services   | 46        |
| <b>SECTION 9 – EXHIBITS</b>  | <b>50</b> |

**REQUEST FOR PROPOSAL  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (CMI) FOR  
FEMA 4473-DR-PR EARTHQUAKE - MULTIPLE PRIDCO EXISTING  
INDUSTRIAL BUILDINGS REPAIRS AND ISLAND WIDE**

**SECTION 1 - GENERAL NATURE OF SERVICES**

**1.1 INTRODUCTION:**

The Puerto Rico Industrial Development Company (PRIDCO) is soliciting Construction Management and Inspection firms (Proponents) with expertise in appropriate hazard mitigation program (HMP), industrial buildings design, repairs and construction, and permitting for multiple PRIDCO Industrial properties located Island Wide. It is important to note that within PRIDCO properties, there is a group of select buildings under FEMA's claim, specifically located in the southwest region of Puerto Rico.

The selection process shall include review of proposals for the Project by the PRIDCO Selection Committee.

The selected Proponent(s) [Construction Management and Inspection Services as (CMI)] must have the ability to provide the full-range of services or to team with consultant or sub consultants necessary to complete the phases of Planning, Existing Conditions and HMP Assessments, Design, and Permitting Phase (hereinafter "Pre-Construction"), Bids, Substantial, Completion, Final Completion and Closeout of the Projects, including but not limiting to: structural repairs, demolition, finishes; also, interior and exterior painting, among others, probable cost opinion, and technical advisory services at multiple properties, if applicable. The design and construction of the Project shall abide by all applicable and related local and federal Acts, Codes and Regulations, and the Grants requirements.

The CMI will be responsible for ensuring that their developed and approved master schedule is executed accordingly, including milestones and projects' budget.

**OPEN INVITATION TO SUBMIT A PROPOSAL FOR THE  
AFOREMENTIONED SERVICES**

**Point of Contact to submit proposals:**

**Carelis Valentín Santiago**  
Project Manager  
Property Management Office

**Physical address to submit sealed proposals:**

PRIDCO's Property Management Office  
Office 303; 355 FD Roosevelt Avenue  
Hato Rey, PR 00918

**Due Date: FRIDAY, MAY 05, 2023, AT 4:00 PM**

**Proposals general requirements:**

PRIDCO will **only** accept proposal that are presented in a timely manner during the term herein conceded and comply with the following general requirements:

- **Proposal shall be presented in two separate sealed envelopes: one will contain the financial proposal, and the other will contain the professional service proposals.**
- **Each Sealed Proposal Envelope shall properly identify proponents name and address.**
- **Each proposal shall be signed by the identified and authorized representative, dated and submitted as correct and binding.**
- **Proposals shall contain 1 original and 2 copies, and a digital copy via USB.**

## **1.2 BACKGROUND:**

PRIDCO's multiple industrial parks and buildings ("the properties") were developed since 1950's and have been used over the years as an asset for industries who may rent industrial properties under a discounted rent fee with the objective of promoting Puerto Rico's industrial development and sustainability. The properties are identified in PRIDCO's files hereto attached as **Exhibit A** (PRIDCO's FEMA 4473-DR-PR EARTHQUAKE PROGRAM) and **Exhibit A.1** (PRIDCO BUILDING DAMAGED BY EARTHQUAKE).

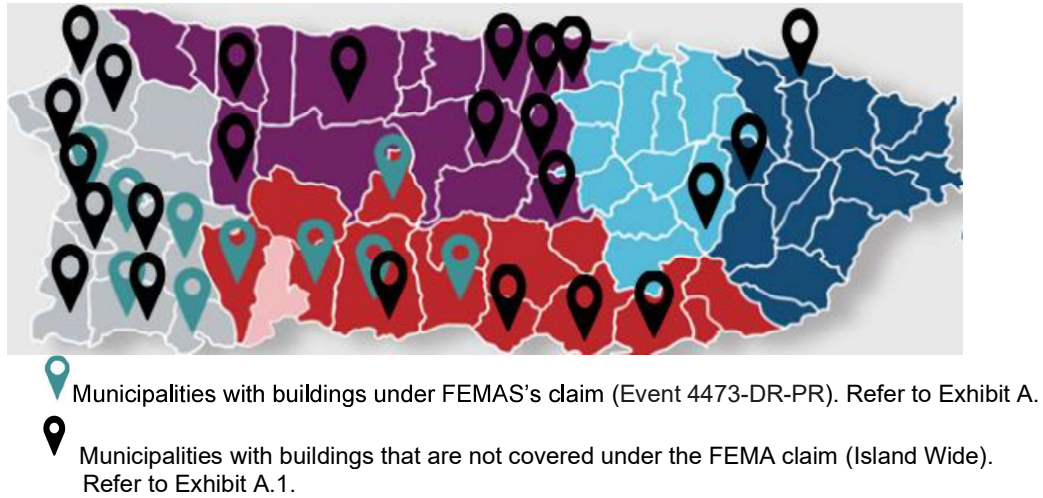
Earthquakes, identified by FEMA as Event 4473-DR-PR, affected the entire island causing structural damages to the properties, especially in buildings located in the Southwest Region of Puerto Rico, leading FEMA and PRIDCO to grant and receive federal emergency funds to repair 55 properties, to demolish 3 properties, and possible 10 properties to be demolished from total of 68 industrial properties in this region. The repair properties process of this group represents the priority for PRIDCO, which will be considered as Phase 1 of this project. Phase 2 consist of repairing the rest of the buildings affected by the earthquakes (83 buildings total) that are not covered by FEMA's claim (Island Wide).

The properties and their associated infrastructure have been identified as necessary to maintain commerce and support the growth of the economy in Puerto Rico. It's for said reason, that PRIDCO has been granted federal funds to lead the task of repairing or demolishing the properties and bringing them to compliance with federal standards and conditions, as prior to earthquakes and considering additional funds of the Hazard Mitigation Plan (hereinafter, HMP), and a design with a resilient approach.

Due to the time constraint and high importance of PRIDCO's properties and their impact on the economy, Proponent's attention to schedules and due dates will be considered and have a high impact during the evaluation. Proposals shall evidence knowledge and capability to meet all applicable federal and local related codes and regulations.

Figure 1 shows the location of PRIDCO properties affected by the earthquakes, identifying the location of the properties covered under the FEMA claim (Event 4473-DR-PR) and the areas with buildings outside FEMA's claim.

*Figure 1: PRIDCO buildings zones impacted by earthquakes*

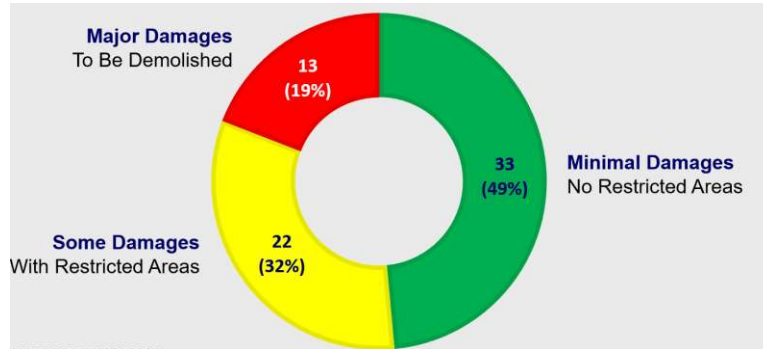


In Table 1, the distribution of buildings per municipality under the claim of PRIDCO's FEMA 4473-DR-PR is shown. Each of these was awarded a placard according to the severity of the damage found at the time of inspection, after the disaster. Green, yellow, and red placards were granted, representing, respectively, minor damages to the structures, representative structural damages where it was required to restrict the area in the building, and severe damages where demolition of the structure is required. Figure 2 shows the distribution of placards for the 68 properties.

*Table 1: PRIDCO earthquake southwest region municipalities impacted (Event 4473-DR-PR)*

| MUNICIPALITY  | BUILDINGS (DIs) | %   | OBLIGATED |
|---------------|-----------------|-----|-----------|
| Guánica       | 8               | 12% | 8         |
| Jayuya        | 1               | 1%  | 1         |
| Juana Díaz    | 3               | 4%  | 3         |
| Lajas         | 3               | 4%  | 3         |
| Mayagüez      | 15              | 22% | 15        |
| Peñuelas      | 1               | 1%  | 1         |
| Ponce         | 27              | 40% | 27        |
| Sabana Grande | 1               | 1%  | 1         |
| San Germán    | 3               | 4%  | 3         |
| Yauco         | 6               | 9%  | 6         |
| <b>TOTAL</b>  | <b>68</b>       |     | <b>68</b> |

*Figure 2: Severity of damage – Southwest Region (Event 4473-DR-PR)*



*Note: 13 major damages in red are 3 official demolitions and 10 possible to be demolish.*

In Phase 2 the repair process will include only those buildings identified with green and yellow placards, which are buildings with minor damages and buildings with restricted areas. This Phase includes the repair of 83 buildings distributed in 48 municipalities island wide. Table 2 shows the distribution of buildings per municipality and Figure 3 shows the severity damage in Buildings.

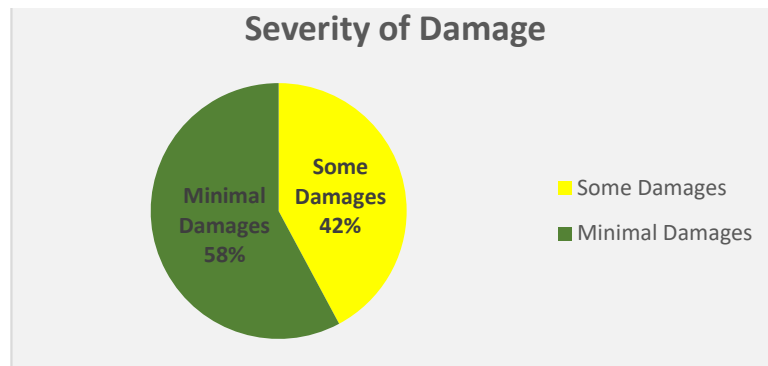
*Table 2: PRIDCO properties impacted by earthquake per municipalities (Island Wide)*

| MUNICIPALITY | GREEN | %   | YELLOW | %   | TOTAL BUILDINGS | %   |
|--------------|-------|-----|--------|-----|-----------------|-----|
| Aguadilla    | 11    | 23% | 4      | 11% | 15              | 18% |
| Añasco       | 1     | 2%  | 0      | 0%  | 1               | 1%  |
| Arecibo      | 5     | 10% | 5      | 14% | 10              | 12% |
| Barranquitas | 1     | 2%  | 0      | 0%  | 1               | 1%  |
| Cabo Rojo    | 2     | 4%  | 0      | 0%  | 2               | 2%  |
| Caguas       | 1     | 2%  | 0      | 0%  | 1               | 1%  |
| Camuy        | 3     | 6%  | 3      | 9%  | 6               | 7%  |
| Corozal      | 2     | 4%  | 2      | 6%  | 4               | 5%  |
| Dorado       | 1     | 2%  | 1      | 3%  | 2               | 2%  |
| Guayama      | 0     | 0%  | 2      | 6%  | 2               | 2%  |
| Gurabo       | 0     | 0%  | 1      | 3%  | 1               | 1%  |
| Hormigueros  | 0     | 0%  | 1      | 3%  | 1               | 1%  |
| Lajas        | 1     | 2%  | 0      | 0%  | 1               | 1%  |
| Lares        | 0     | 0%  | 1      | 3%  | 1               | 1%  |
| Loíza        | 0     | 0%  | 1      | 3%  | 1               | 1%  |
| Mayagüez     | 7     | 15% | 4      | 11% | 11              | 13% |
| Moca         | 1     | 2%  | 0      | 0%  | 1               | 1%  |



|              |           |    |           |    |           |    |
|--------------|-----------|----|-----------|----|-----------|----|
| Morovis      | 0         | 0% | 3         | 9% | 3         | 4% |
| Ponce        | 3         | 6% | 2         | 6% | 5         | 6% |
| Salinas      | 1         | 2% | 0         | 0% | 1         | 1% |
| San Germán   | 0         | 0% | 3         | 9% | 3         | 4% |
| Santa Isabel | 2         | 4% | 1         | 3% | 3         | 4% |
| Vega Alta    | 2         | 4% | 0         | 0% | 2         | 2% |
| Vega Baja    | 4         | 8% | 1         | 3% | 5         | 6% |
| <b>Total</b> | <b>48</b> |    | <b>35</b> |    | <b>83</b> |    |

*Figure 3: Severity of damage – Island Wide*



PRIDCO will provide access to building drawings and all other necessary and related documents to facilitate the professional services requested. All as deemed necessary and complying with the confidentiality requirements set along the RFP.

### **1.3 SCOPE OF SERVICES:**

PRIDCO is formally requesting proposals for the CMI for the repairment and demolition of the properties, as defined above, under the HMP approved by FEMA, after damages caused by earthquakes.

The contract for the CMI services will include four phases with a single contract. The phases and estimate duration are described as follow:

- Pre-Construction (3 to 6 months)
- Bid and Awarding (12 to 24 months)
- Construction/Repairs and Closeout (24 to 30 months)
  - Procurement (1 to 2 months)
  - Construction/Repairs (1 to 6 months)
  - Final Completion (1 month)
  - Closeout (2 months)

Acceptable Proponents shall possess knowledge of FEMA Regulation 428 (Public Assistance Alternative Procedures Guide for Permanent Work (PAAPG), FEMA Hazard Mitigation Grants 406, 406 Public Assistance Program and other applicable regulations.

The Proponent shall furnish the following items, required to provide the construction inspection service, without direct reimbursement by PRIDCO: computer(s), printer(s), computer software, copy machine, all inspection equipment, cellular phones, personal protective equipment, vehicles, and insurances.

It is anticipated that, during the repair's projects, the contractor will not provide, within its temporary facilities, office space for the inspector.

The Proponent shall maintain at the main office, on a current basis; a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data; samples; submittal; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which are relevant to the Project. Also maintain files for all correspondence, reports, meeting minutes, test reports, certifications, RFI's, disposal receipts, certification of payments, and other relevant documentation. The Proponent shall also strictly coordinate with PRIDCO the document control requirements by COR3 and FEMA.

## **Project Planning and Development Services**

The project planning and development services that the CMI shall perform on behalf of PRIDCO shall include, but are not limited to developing the following:

### **2.1 PHASE ONE – Pre-Construction Phase**

- 2.1.1 **Master Schedule:** Assist PRIDCO and/or its consultant or sub consultant in developing and implementing a Master Schedule.
- 2.1.2 **Construction Management Plan:** The CMI shall adopt the existing Project Master Plan to prepare a Construction Management Plan and shall make recommendations to the plan throughout the duration of the Project, as may be appropriate. In preparing the Construction Management Plan, the CMI shall consider PRIDCO's schedule, budget and general scope and design requirements for the Project. The CMI shall then develop various alternatives for the scheduling and management of the Project and shall make recommendations to PRIDCO.
- 2.1.3 **Pre-Construction Services:** The Proponent will monitor and manage the services as describe in Exhibit A, of the Design Consultant, (RFP for Hazard Mitigation Program, Design & Permitting Services).
- 2.1.4 **Status Reports:** Provide weekly status reports to PRIDCO in written and dashboard format. The CMI shall include example of these reports for

PRIDCO's approval. This report shall include, but it's not limited to, stage of each work performed, percent of completion for each work performed, any outstanding documents that need attention, budget relation, milestone achieved, percent of work completed in relation to whole worked assigned, time schedule left, any new findings or new issues that need be addressed.

- 2.1.5 **Bid Process:** The CMI must comply with ASG Regulation 9320 (*Reglamento Uniforme de Compras y Subastas de Bienes, Obras y Servicios No Profesionales de la Administración de Servicios Generales del Gobierno de Puerto Rico*) (See Exhibit D). Some of the relevant Chapter and Sections are; Chapter 7 - *Métodos de Licitación*, Chapter 9 – Bonds and Article 10.5 – General Conditions.
- 2.1.6 **Constructability Review:** The CMI will perform a complete constructability review of the project bid documents, specifications, plans and estimates prior to bidding the projects and identify potential problems that need correction before the projects are bid.
- 2.1.7 **Project and Construction Budget:** Based on the Construction Management Plan; the CMI shall prepare a Project and Construction Budget based on the separate divisions of the Work required for the Project and shall identify contingencies for the Pre-Construction and Construction phases. The CMI shall review the budget with PRIDCO and the Designer Contractor, and the CMI shall submit the Project and Construction Budget to PRIDCO's acceptance. The Project and Construction Budget shall be revised by the CMI as directed by PRIDCO.
- 2.1.8 **Coordination:** In coordination with the Design Consultant, **Proponent** will coordinate and work all permitting requirements within PRIDCO, pertinent local and Federal Agencies with jurisdiction over the works performed, COR3 and FEMA (if necessary).
- 2.1.9 **Revisions to the Construction Management Plan:** During the Pre-Construction Phase the CMI shall make recommendations to PRIDCO regarding revisions to the Construction Management Plan. The Construction Management Plan shall include a description of the various bid packages recommended for the Project. Revisions approved by PRIDCO shall be incorporated into the Construction Management Plan.
- 2.1.10 **Progress Meetings:** The CMI shall conduct weekly progress meetings attended by PRIDCO, Designer and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of Pre-Construction progress. The CMI shall prepare and distribute minutes of these meetings to the participants, and others as necessary.
- 2.1.11 **Review of Design Documents:** The CMI shall review the Pre-Construction documents and make recommendations to PRIDCO and Designer as to FEMA/COR3 compliance, constructability, scheduling, and time of construction; as to clarity, consistency, and coordination of documentation among Contractors.

- 2.1.12 **Cost Control:** The CMI shall prepare an estimate of the construction cost for each submittal of the properties' existing conditions and HMP assessments, project drawings and specifications from the Designer. This estimate shall include a contingency acceptable to PRIDCO, CMI and Designer for construction costs appropriate for the type and location of the Project and the extent to which the design has progressed. The cost estimate shall be prepared in the latest CSI/CSC MasterFormat 2004/2010. The cost estimate should be detailed and itemized, not based on a lump sum.
- 2.1.13 **Project and Construction Budget Revision:** The CMI shall make recommendations to PRIDCO concerning revisions to the Project and Construction Budget that may result from design changes.
- 2.1.14 **Value Engineering Studies:** The CMI shall provide value engineering recommendations to PRIDCO and Designer on major construction components, including cost evaluations of alternative materials and systems, if required.
- 2.1.15 **Design Phase Change Report:** The CMI shall prepare and distribute Design Phase change reports that shall list all PRIDCO-approved changes as of the date of the report and shall state the effect of the changes on the Project and Construction Budget and the Master Schedule.
- 2.1.16 **Approvals by Regulatory Agencies:** The CMI shall coordinate transmittal of documents to regulatory agencies and utility providers for review and shall advise PRIDCO of potential problems resulting from such reviews and suggested solutions regarding completion of such reviews.
- 2.1.17 **Relevant Agencies Documentation:** The CMI shall verify that all Projects are in full compliance with FEMA's documentations such as:
- 2.1.17.1 DDD – Damage Description and Dimensions
  - 2.1.17.2 Lead and Asbestos Checklist
  - 2.1.17.3 HMP - Hazard Mitigation Program
  - 2.1.17.4 EHP – Environmental Historical Preservation
  - 2.1.17.5 REC – Record of Environmental Consideration
  - 2.1.17.6 Scope and Subgrant Conditions
  - 2.1.17.7 Other Federal and States Agencies requirements.
  - 2.1.17.8 Building Assessment Report

## **2.2 PHASE TWO: Proponent(s) participation and obligations in the Bidding and Awarding Process**

- 2.2.1 **Status Reports:** Provide weekly status reports to PRIDCO in written and dashboard format. The CMI shall include example of these reports for PRIDCO's approval. This report shall include, but it's not limited to, stage of each work performed, percent of completion for each work performed, any outstanding documents that need attention, budget relation, milestone

achieved, percent of work completed in relation to whole worked assigned, time schedule left, any new findings or new issues that need be addressed.

- 2.2.2 **Progress Meetings:** The CMI shall conduct weekly progress meetings attended by PRIDCO, Designer and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of Bidding and Awarding progress. The CMI shall prepare and distribute minutes of these meetings to the participants, and others as necessary.
- 2.2.3 **Bidder's Qualifications:** The CMI shall coordinate and follow the procedure of the General Services Administration (GSA) (known in Spanish as ASG - *Administración de Servicios Generales*) for the Bid Process. For the ASG Regulation 9320, see Exhibit D. Bidders shall be registered under the RUL (*Registro de Licitadores*).
- 2.2.4 **Notices and Advertisements:** The CMI shall assist PRIDCO in monitoring ASG during the preparation and placing of notices and invitation to submit bids for the Project. The CMI shall also monitor and track the Projects bid's notices and advertisements thru the ASG's RUS platform ("*Registro de Único de Subastas*") and *Acquisition Reform*.
- 2.2.5 **Delivery of Bid Documents:** The CMI shall prepare and expedite the Bid Documents Draft to ASG and follow up until Final approval. The CMI shall obtain the supporting documents from the Designer and PRIDCO, and assist ASG (if necessary) for printing, binding, wrapping and service the bidders. The CMI shall maintain a list of bidders receiving Bid Documents in coordination with ASG and PRIDCO.
- 2.2.6 **Pre-Bid, Site Visit, and Bid Attendance:** The CMI shall attend the Pre-Bid, Site Visit, and Bid Opening, as PRIDCO's representative in the ASG, as needed.
- 2.2.7 **Pre-Bid Virtual and Site Visit Conferences:** In conjunction with ASG, PRIDCO, Designer and Tenants (in case of the property been leased), the CMI shall conduct pre-bid virtual and site visit conferences in coordination with ASG and PRIDCO.
- 2.2.8 **Information to Bidders:** The CMI shall develop and coordinate procedures to provide answers to bidder's question in coordination with ASG, Designer and PRIDCO. All answers shall be in the form of addenda following ASG procedures.
- 2.2.9 **Addenda:** The CMI shall receive from the Designer a copy of all addenda. The CMI shall review addenda for constructability, for effect on the Project and Construction Budget, scheduling and time of construction, and for consistency with the related provisions as documented in the Bid Documents. The CMI shall distribute a copy of all addenda to each bidder receiving Bid Documents following ASG procedures.
- 2.2.10 **Bid Opening and Recommendations:** The CMI shall assist ASG and PRIDCO in the bid opening and shall evaluate the bids for responsiveness,

qualifications and price. The CMI shall make recommendations to PRIDCO concerning the acceptance or rejection of bids.

- 2.2.11 **Analyzing Bids:** Upon receipt of the bids, the CMI shall evaluate the bids, including alternate bid prices and unit prices, and shall assess PRIDCO regarding the award of the Construction Contract. CMI may require to submit a written report with any findings and recommendations.
- 2.2.12 **Construction Contracts:** The CMI shall assist PRIDCO in the assembly, delivery and execution of the Contract Documents. ASG shall issue the Notice of Award. The CMI shall issue to the Contractor(s) on behalf of PRIDCO the Notice to Proceed, with PRIDCO's approval.

## **2.3 PHASE THREE: Construction / Repairs Management, and Inspection Process**

- 2.3.1 Schedule and chair a kickoff meeting with PRIDCO to discuss the proposed work plan and special concerns to be presented at the pre-construction meeting(s). It is envisioned the pre-construction meeting will include all interested parties, including tenants, sub-contractors, etc.
- 2.3.2 Provide a pre-construction agenda to PRIDCO for acceptance, schedule a preconstruction meeting and notify attendees.
- 2.3.3 Provide coordination of project activities and prepare reports and documents, as necessary, PRIDCO review and action.
- 2.3.4 Maintain at main CMI office, on a current basis; a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data; samples; submittal; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which are relevant to the contract work. Also maintain files for all correspondence, reports, meeting minutes, test reports, certifications, RFI's, disposal receipts, certification of payments, and other relevant documentation.
- 2.3.5 Provide weekly status reports to PRIDCO in written and dashboard format. The CMI shall include example of these reports for PRIDCO's approval. This report shall include, but it's not limited to, stage of each work performed, percent of completion for each work performed, any outstanding documents that need attention, budget relation, milestone achieved, percent of work completed in relation to whole worked assigned, time schedule left, any new findings or new issues that need be addressed.
- 2.3.6 Review laboratory, shop and mill test reports of materials and equipment (if apply), and coordinate as required with the Project Design Team, and in compliance with PRIDCO/FEMA requirements.
- 2.3.7 Prepare and send a Weekly Statement of Working Days to the Contractor.
- 2.3.8 Monitor Contractor and Sub-Contractors certified payroll, in compliance with the Davis-Bacon Act (See Exhibit C).



- 2.3.9 Administer the construction contract in conformance with the requirements set forth in the Plans and Specifications.
- 2.3.10 Attend and conduct weekly construction progress meetings with PRIDCO, Design Team, Contractor(s), affected outside Agencies, general public, other consultants, etc. to discuss matters such as procedures, progress, problems, and scheduling. Prepare and distribute meeting agenda and minutes.
- 2.3.11 Project meetings will review safety, contract progress, contract schedule, manpower utilization, submittals, permits, material problems, open requests for information (RFI's), Contractor problems, quality control, change orders, project status and other related issues.
- 2.3.12 Monitor and inspected all Construction/Repairs activities.
- 2.3.13 Review and process all shop drawings, project data, samples, and other submittals. Establish and implement procedures for expediting the processing and approval.
- 2.3.14 Coordinate submittals review with Design Team.
- 2.3.15 Coordinate with PRIDCO's Departments.
- 2.3.16 Document all claims and maintain for account records.
- 2.3.17 Monitor and document construction surveying, if necessary.
- 2.3.18 Coordinate testing requirements and scheduling of material testing, if specified by Designer.
- 2.3.19 **Schedule Control:** Review and analyze the Contractor's schedule (monthly) including activity sequences and duration, schedule of submittal and schedule of delivery for products with long lead time. Work with Contractor(s) to maintain the project schedule to show current conditions and suggest revisions as required. Develop monthly reports on progress and percent complete.
- 2.3.20 Recommend necessary or desirable changes in the Construction Contractor'(s) scope of work, in coordination with PRIDCO. Review and evaluate Contractor'(s) request for changes. Negotiate with Contractor and submit recommendations to PRIDCO supported by field data related to any additional work. If change orders are accepted by PRIDCO, prepare change orders for signature and authorization by PRIDCO. Maintain a log of change requests.
- 2.3.21 Create and maintain "As-Built" project schedule.
- 2.3.22 Monitor and coordinate with Contractor(s) and Designer "As-Built" drawings (if necessary).
- 2.3.23 Review invoices and make observations or recommend contractors payment in coordination with Designer and PRIDCO. Proponent shall participate in determining amounts owed to the contractor and suppliers and evaluate the contractor's Applications and Certificates for Payment (AIA Form G-702 or similar approved by PRIDCO).
- 2.3.24 Provide construction management files to PRIDCO.
- 2.3.25 Review contract documents, plans, and permits.

- 2.3.26 Attend field walks and kick off meetings.
- 2.3.27 Monitor and enforce construction noticing requirements.
- 2.3.28 Maintain field diaries (bound workbooks) during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
- 2.3.29 Ensure compliance with the construction contract by continuously monitoring, evaluating, approving, or rejecting the Contactor's work in accordance with the approved construction contract documents.
- 2.3.30 Determine that the Contractor's work is being performed in accordance with the requirements of the contract documents. Endeavor to guard Owner against defects and deficiencies in the work. As appropriate, require special inspection or testing, or make recommendations to PRIDCO regarding special inspection or testing or work not in accordance with the provisions of the contract document whether such work is fabricated, installed, or completed.
- 2.3.31 Provide and maintain a digital photographic history of the project(s). Photos will also be taken of the following:
  - 2.3.31.1 Showing existing conditions prior to construction
  - 2.3.31.2 Disputed work items
  - 2.3.31.3 Work that must be duplicated replaced or removed
  - 2.3.31.4 Completed work
  - 2.3.31.5 Extra work
  - 2.3.31.6 Relevant issues
- 2.3.32 Record the progress of the project. Provide daily inspection reports. Submit written daily progress reports to PRIDCO, including information on contractor(s) and the entire project, showing percentages of completion. Keep daily logs containing a record of weather, contractor's work on site, number of workers, work accomplished, problems encountered, and other relevant data.
- 2.3.33 During construction, maintain one set of plans to denote field changes or other corrections.
- 2.3.34 Maintain copies of all permits needed to construct the project and enforce special requirements of each.
- 2.3.35 Ensure compliance with the State and Federal requirements regarding, but not limited to; Safety, Construction, Labor Standards (Davis-Bacon), Environmental compliance and Bond, SWPPP, etc.
- 2.3.36 Provide an initial review and one re-submittal of shop drawings and product data for conformance to the construction documents.
- 2.3.37 If applies, act as the Designated and Acceptance of Works Inspector on OGPe (Government of Puerto Rico Permit Management Office).
- 2.3.38 At the completion of the construction contract, provide a certification stating that the work has been inspected and has been performed in full compliance



with federal laws and regulations and with the construction contract requirements.

- 2.3.39 Inspector shall prepare, sign, and seal the OGPe or Municipal Permit Office's inspection certificate, once the project is completed as per drawings and specifications.

## **2.4 PHASE FOUR: Close-Out Process**

- 2.4.1 Prepare punch-list and provide inspection of punch-list corrective actions.
- 2.4.2 Administer and direct final inspections, in coordination with PRIDCO's Administrator or designee.
- 2.4.3 Assist PRIDCO in determining when the project or a designated portion thereof is substantially complete. Prepare for PRIDCO a summary of the status of the work of the Contractor(s), listing changes in the previously issued Certificates of substantial completion of the work, and recommending the time within which Contractor(s) shall complete uncompleted items on their certificate of substantial completion of the work.
- 2.4.4 Calculate the amount of final payment due prime Contractor(s).
- 2.4.5 Obtain evidence of certification of all lien releases.
- 2.4.6 Assist PRIDCO with filing the project "Notice of Completion".
- 2.4.7 Secure and transmit to PRIDCO, required bonds and warranties.
- 2.4.8 Issue the notice of substantial completion and process the Notice of Completion.
- 2.4.9 Coordinate any startup requirements, if apply.
- 2.4.10 Deliver all equipment manuals, special equipment, spare parts, catalogs, and other materials required by specifications, if apply.
- 2.4.11 Collect As-Built data from contractors or design consultants.
- 2.4.12 Make recommendation for the release of retention.
- 2.4.13 Prepare and coordinate final documentation for:
  - 2.4.13.1 Partial and Final Payments to Contractors
  - 2.4.13.2 Project Files
  - 2.4.13.3 Submittals
  - 2.4.13.4 Request for Information
  - 2.4.13.5 Change Orders
  - 2.4.13.6 Communications
  - 2.4.13.7 PRIDCO Forms
  - 2.4.13.8 Photos
- 2.4.14 Coordinate and Prepare PRIDCO's Final Contract Checklist or similar approved by PRIDCO.
  - 2.4.14.1 Owner Acceptance
    - 2.4.14.1.1 Notice of Acceptance
    - 2.4.14.1.2 Final Acceptance Checklist
  - 2.4.14.2 Insurance and Guaranties (If apply)

- 2.4.14.2.1 Bond and Insurance Company's Relief
- 2.4.14.2.2 Installed Mechanic Equipment Extended warranty for 6 months
- 2.4.14.2.3 Materials and equipment warranty.
- 2.4.14.2.4 Adequate Construction process warranty
- 2.4.14.2.5 CFE's (*Corporación de Fondo del Seguro del Estado*) Relief
- 2.4.14.2.6 Guarantees of Materials and Equipment's
- 2.4.14.2.7 Certificates of Installation of Materials and Equipment's
- 2.4.14.2.8 Certificate of Payment to Subcontractors and Suppliers (Notarized)
- 2.4.14.2.9 Evidence of Payment of Municipal's Patents
- 2.4.14.3 Final Reports (For Permits Closure purposes)
  - 2.4.14.3.1 Plan CES Final Report
  - 2.4.14.3.2 ADS Final Report
- 2.4.14.4 Logs
  - 2.4.14.4.1 Final Submittal Log
  - 2.4.14.4.2 Final RFI Log
  - 2.4.14.4.3 Final Drawing Log
- 2.4.14.5 Safety
  - 2.4.14.5.1 PR OSHA 300 Form
- 2.4.14.6 As Built and Photos
  - 2.4.14.6.1 Photos (3 Original Hard copy and Digital Copy)
  - 2.4.14.6.2 Red Drawings (For As-Built Preparation)
- 2.4.14.7 PRIDCO Forms
  - 2.4.14.7.1 Material and Equipment's Data Form
  - 2.4.14.7.2 Certificate of Exoneration

## **2.5 EXISTING CONDITIONS AND HMP ASSESSMENTS, DESIGN & PERMITTING SERVICES TO BE MANAGED:**

- 2.5.1 The Proponent will monitor and managed the services as describe in Exhibit B.
- 2.5.2 Projects:
  - 2.5.2.1 The projects are shown in Figure 1(Event 4473-DR-PR) and Table 1.
- 2.5.3 **DESIGN MILESTONES**
  - 2.5.3.1 Noted below are the key Design Milestones associated with the Project. Proponent will be required to provide all services necessary to support these milestones:

### **2.5.3.1.1 Hazard Mitigation Program and Design Development**

Existing Conditions and HMP Assessments, and Design Development Deliverables Issued:

| <b>DESCRIPTION</b>   | <b>DURATION</b>                      | <b>RESPONSIBLE FOR</b> |
|--|--------------------------------------|------------------------|
| <i>Existing Conditions and HMP Assessments - Site Visits</i>   | <i>To Be Determined by Proponent</i> | <i>Proponent</i>       |
| <i>Existing Conditions and HMP Assessments – Review and Recommendations</i>                                    | <i>To Be Determined by Proponent</i> | <i>Proponent</i>       |
| <i>PRIDCO's Approval</i>   | <i>To Be Determined by Proponent</i> | <i>PRIDCO</i>          |
| <i>COR3/FEMA Approval</i>  | <i>To Be Determined by Proponent</i> | <i>COR3/FEMA</i>       |
| <i>Evaluation for the Determination of Substantial Damage in Public Structures Located in Floodplain Areas</i> | <i>To Be Determined by Proponent</i> | <i>Proponent</i>       |
| <i>Typical Details and Specifications – Review and Recommendations</i>   | <i>To Be Determined by Proponent</i> | <i>Proponent</i>       |
| <i>Drawings</i>  | <i>To Be Determined by Proponent</i> | <i>Proponent</i>       |
| <i>Construction Drawings and Specs (100%)</i>  | <i>To Be Determined by Proponent</i> | <i>Proponent</i>       |

### **2.5.3.1.2 Permitting Development**

Permitting Development Deliverables Issued:

| <b>DESCRIPTION</b>  | <b>DURATION</b>                      | <b>RESPONSIBLE FOR</b> |
|---|--------------------------------------|------------------------|
| <i>Lead and Asbestos Certification</i>                    | <i>To Be Determined by Proponent</i> | <i>Proponent</i>       |
| <i>Exclusiones Categóricas (DEC)</i>                      | <i>To Be Determined by Proponent</i> | <i>Proponent</i>       |
| <i>ICP Endorsement (Inst. Cult. Puertorriqueña) (SRI)</i> | <i>To Be Determined by Proponent</i> | <i>Proponent</i>       |

|  |                                      |                               |
|--|--------------------------------------|-------------------------------|
| <i>Recommendations</i>                     | <i>To Be Determined by Proponent</i> | <i>Proponent</i>              |
| <i>SHPO</i>                                | <i>To Be Determined by Proponent</i> | <i>Proponent</i>              |
| <i>SWPPP, NOI and NOT (If necessary)</i>   | <i>To Be Determined by Proponent</i> | <i>Proponent / Contractor</i> |
| <i>Others as required by agencies</i>      | <i>To Be Determined by Proponent</i> | <i>TBD</i>                    |
| <i>Construction Permits (If necessary)</i> | <i>To Be Determined by Proponent</i> | <i>Proponent / Contractor</i> |

Noted below are the key Construction Milestones associated with the Project. You will be required to provide all services necessary to support these milestones in coordination with the Designer(s):

#### **2.5.3.2 Construction:**

|                                 |                                      |
|---------------------------------|--------------------------------------|
| <i>Bid Process Commencement</i> | <i>To Be Determined by Proponent</i> |
| <i>Permit Completion</i>        | <i>To Be Determined by Proponent</i> |
| <i>Notice of Award</i>          | <i>To Be Determined by Proponent</i> |
| <i>Notice to Proceed</i>        | <i>To Be Determined by Proponent</i> |
| <i>Final Inspection</i>         | <i>To Be Determined by Proponent</i> |
| <i>Final Completion</i>         | <i>To Be Determined by Proponent</i> |
| <i>Project Closeout</i>         | <i>To Be Determined by Proponent</i> |

- ***Dates are a preliminary estimation and are subject to change in accordance with PRIDCO or Construction Manager's Master Schedule***

## **2.6 Construction Management Services**

The construction phase commences upon the issuance of a written notice to the contractor to proceed with construction of a Project. As PRIDCO representative during construction, CMI services will include what are typically referred to as construction management, inspection and services during construction. More specifically, the construction services by CMI shall include, but are not limited to:

- 2.6.1 Managing and coordinating services during construction being provided by the A/E firm.
- 2.6.2 Checking shop drawings.

- 2.6.3 Rendering consultation during construction and interacting with other CMIs as needed.
- 2.6.4 Evaluating contractor's construction work plan for effectiveness and efficiency in terms of approaches and resources allocations.
- 2.6.5 Preparing record as built drawings.
- 2.6.6 Document Control
- 2.6.7 Reviewing quality assurance programs, processes and procedures developed by contractors and monitoring adherence thereof.
- 2.6.8 Coordinating meetings with Governmental Bodies and the community.
- 2.6.9 Administering construction contracts including certification of contractors' invoices, reviewing and validating contractor's price breakdown and contractor's request and quotations for changes orders.
- 2.6.10 Managing and performing construction contractor negotiations, including with respect to progress accomplished (percent completions), change orders (including design changes), claims and counterclaims. CMI shall obtain approval from PRIDCO for the resolution of all claims and final processing of change orders prior to their implementation.
- 2.6.11 Performing construction inspection services required during the construction phase for Quality Assurance, and for compliance with contract documents.
- 2.6.12 Managing all services to be supplied by other external service providers contracted by PRIDCO during this phase using Good Industry Practice;
- 2.6.13 Providing technical support services in the areas of proposed design changes, review of proposed complex construction methods, cost estimating, and review of submittals.
- 2.6.14 Evaluate actual progress and compliance with milestones deliverables. Identify actions necessary for completion of the project within budget and schedule.
- 2.6.15 Prepare overall project status report. Provide data and graphical material and text to formal project presentations, if requested by PRIDCO.
- 2.6.16 Perform services pertaining to safety monitoring and reporting of construction contractors' compliance with their contractually mandated OSHA and PRIDCO safety rules and regulations as well as construction contractors' site-specific safety plans and procedures as they perform construction services under direct contract with PRIDCO for this FEMA Assistance Program. Such services are limited to:
  - 2.6.16.1 Provide requisite numbers of safety professionals who have received requisite OSHA safety training to perform the CMI's safety monitoring and reporting services.
  - 2.6.16.2 Require respectively assigned CMI staff to attend site-specific safety trainings scheduled by construction contractor for their respective site-specific projects.

- 2.6.16.3 Require all CMI staff to complete the OSHA 10-Hour Outreach Construction Safety course.
- 2.6.16.4 Review construction contractors' contractually mandated Environmental, Health and Safety Plans for compliance with contractually required safety requirements and provide either a "No Objection" or "Rejection with Findings" recommendation to PRIDCO.
- 2.6.16.5 Perform weekly safety visits to construction sites. Safety visits shall focus on construction contractor's compliance with their respective contract's safety requirements and their contractually required safety plans.
- 2.6.16.6 Participate in weekly project meetings with construction contractor, construction inspector, and assigned CMI staff.
- 2.6.16.7 Document and record safety compliance observations related to a construction contractor's performance during safety visits.
- 2.6.16.8 Record and notify PRIDCO of any safety incidents or hazards observed at construction sites during safety visits or otherwise reported to PRIDCO and provide recommendations to PRIDCO in respect to issuance to the respective construction contractor of PRIDCO Stop-Work orders, Safety-Related Cure Notices or alternate corrective action.
- 2.6.16.9 Evaluate and assess construction contractor Lost Time Injuries and maintain records of available supporting documentation.
- 2.6.16.10 Maintain project-specific safety visit logs, safety statistics and supporting documentation and make available to PRIDCO through web-based document management system to store all safety-related documentation.
- 2.6.16.11 Develop a monthly summary of the following items that took place, reporting period and include in the CMI's monthly report:
  - 2.6.16.11.1 All safety visits conducted by the CMI, and safety incidents reported to the CMI
  - 2.6.16.11.2 All safety non-compliance observations made by the CMI of construction contractors' performance
  - 2.6.16.11.3 Construction contractor safety statistics (reported as KPI's agreed with PRIDCO) for construction projects active during the reporting period.
  - 2.6.16.11.4 Present safety findings and participate in safety discussions at construction progress meetings.
- 2.6.17 Support PRIDCO's development of a programmatic level safety workshop intended for PRIDCO staff, construction contractors and CMI staff regarding PRIDCO safety rules and regulations.

- 2.6.17.1 Maintain Contractor-provided Critical Path Method schedules for each project providing necessary analyses for claims and change order issues.
- 2.6.17.2 Making final inspection and report.
- 2.6.17.3 Maintaining orderly and complete Project specific files relative to contractor documentation.
- 2.6.17.4 Provide contract interpretations when requested. Maintain consistency in responses across the entire initiative.
- 2.6.17.5 Assist in the certification of contractor activities and delivery of tasks for payment of invoices submitted by contractors.
- 2.6.17.6 Support construction activities by interfacing with other agencies and CMI's as needed or required.

CMI shall provide periodic progress reports to PRIDCO regarding the management of the construction, including all relevant details required in the Agreement and any other details CMI shall consider necessary and appropriate for PRIDCO to know about. The report shall be presented at least monthly as part of the reports to be submitted under this Agreement or more often as needed.

## **2.7 Document Control**

Proponent shall include in their proposal, a description of the required services to manage the document control for the project, the digital platform to be used for these services, and the associated cost fees and staff (see Exhibit B). Also, it shall include the assigned staff to perform this scope.

Maintain at main Proponent's office, on a current basis; a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data; samples; submittal; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which are relevant to the contract work.

Also maintain files for all correspondence, reports, meeting minutes, test reports, certifications, RFI's, disposal receipts, certification of payments, and other relevant documentation. Organize, index, and maintain all project documentation. The Proponent shall also strictly coordinate with PRIDCO to perform and comply with the document control requirements by COR3, HUD (CDBG-DR) and FEMA, if applicable.

For any contract resulting from Document Control compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal



Awards at 2 C.F.R. Part 200 is required, which outlines the methods of procurement to be followed by non-federal entities.

Proponent shall coordinate with all CMIs the documentation control, as PRIDCO's Document Control Manager. An example of the Document Control Mapping or Matrix shall be included in the Technical Proposal for evaluation.

**Documents shall be storage in paper (binders) and digital.**

## **2.8 OTHER SERVICES REQUESTED:**

2.8.1 Other services that could be included under the CMI/PRIDCO contract could include:

2.8.1.1 Proposal shall include the services to be provided during the implementation of the project, Proponent shall consider that it will be providing the following services in compliance with regulations 41 CFR part 60-1.3, 2 CFR part 200, 29 CFR 5 (b) (29 CFR compliance, if applicable).

2.8.1.2 Proponent shall monitor progress of the work and keep informed off the status of the project. Proponent shall represent the Client in forwarding all instructions to the contractors, consultants, vendors and suppliers.

2.8.1.3 Proponent shall be present at the project site as required and advise PRIDCO as to the progress and quality of the work, proponent shall keep PRIDCO informed of defects and deficiencies in the work and recommend rejection of work that does not conform to the contract documents.

2.8.1.4 Provide necessary services required for decommissioning of facilities.

2.8.1.5 Assist PRIDCO in continually reviewing methods and computer-based database program by which CMI and PRIDCO capture, and report cost, progress and status information associated with Projects. CMI will work with PRIDCO Managers and implement cost accounting and reporting system.

2.8.1.6 Updating of PRIDCO system infrastructure (including buildings, streets, electrical generators, etc.) composition database and records to reflect the most recent and accurate information available to describe PRIDCO's Industrial systems.

2.8.1.7 Identify and provide other resources as deemed necessary.



The CMI shall review all recently prepared planning documents including the latest Master Plan, engineering studies, environmental assessment documents and related information. The CMI shall oversee its own independent review of the building envelopes system status and needs. Using existing information and the information collected and developed from its own analysis, the CMI shall recommend amendments to the FEMA Assistant Program on an annual basis.

When applicable, a Preliminary Engineering Report, which identifies the size and scope of the project, the project site location, estimated cost, technical resources required, basis of design, preliminary schedule and a technical description of the project. These reports shall follow the guidelines adopted by the funding agencies. Conceptual design or drawings shall be included when necessary to properly outline the intent of the conceptual design effort.

The CMI shall also assist PRIDCO in identifying sources of financing and/or ensure projects' financing identified by PRIDCO is available and adequate. In the case of projects that are to be financed by an outside financing source such as a federal agency, a local government agency, municipality or a private entity, the CMI shall also assist PRIDCO with the application to such financing and eventual compliance with all requirements from the funding source including but not limited to FEMA, FEMA consultants and the Puerto Rico Office for Recovery, Reconstruction and Resiliency (COR3).

CMI shall render general consultation during project planning and interact and coordinate with other A/Es and agencies as needed. CMI shall provide periodic updates at least monthly to PRIDCO regarding the status of all planning activities. Such updates shall address obstacles and proposed solutions to such obstacles and shall be presented monthly as part of the reports to be submitted under this Agreement or more often as needed.

2.8.2 CMI must meet or exceed the services listed below. Services will include the following:

2.8.2.1 Project planning and development

2.8.2.2 Oversees Permitting by A&E Consultants per Project Worksheet (PW)

2.8.2.3 Compliance with funding requirements (i.e., Environmental Protection Agency's, State Revolving Funds (SRF), United States Department of Agriculture's, Rural Development (RD), Federal Emergency Management Agency (FEMA), Community Development Block Grant – Disaster Relief (CDBG-DR), etc.)

2.8.2.4 Land acquisition assistance (if applicable)

2.8.2.5 Oversees in coordination with the Architectural & Engineering Design Consultants (A&E) per Project Worksheet

- 2.8.2.6 Oversees in coordination with the A&E Design Review
- 2.8.2.7 Oversees Procurement Process per Project Worksheet
- 2.8.2.8 Oversees Construction Management per Project Worksheet
- 2.8.2.9 Oversees Construction Inspection per Project Worksheet
- 2.8.2.10 Services During Construction
- 2.8.2.11 Oversees Construction Safety per Project Worksheet
- 2.8.2.12 Project Closure per Project Worksheet
- 2.8.2.13 Others related

Services may be required in full or in part, depending on the current phase of each Project.

### **SECTION 3 - PROPOSAL CONTENT AND FORMAT:**

Based on the PRIDCO's understanding of the scope of services for the project, your written proposal should include at a minimum the following information:

#### **3.1 TRANSMITTAL LETTER**

- 3.1.1 The proposal shall be transmitted with a cover letter describing the Proponent's interest and commitment to participate in presenting a proposal to be considered to render the services described in the request for proposal. The letter shall state the term for which it will stand and the term. It should clearly state the name, title, address, telephone number and e-mail address of the individual presenting the proposal and to whom correspondence should be directed during the Proponent's selection process. The person presenting the proposal, person with legal capacity and authorized to negotiate with PRIDCO shall be the on presenting and signing this letter and the proposal.

Address the cover letter as follows:

**Carlos J. Ríos Pierluisi, Esq.**  
**Deputy Executive Director**  
**Puerto Rico Industrial Development Company**  
**P. O. Box 362350**  
**San Juan, PR 00936-2350**

- 3.1.2 Provide a general description of Proponent and any sub-consultants. Must include curriculum vitae or resumes of the personnel to be used.
- 3.1.3 The Proponent's Project Staff shall be composed of a minimum of the following:
  - 3.1.3.1 Project Manager – Licensed Professional Engineer (P.E.) or Architect (P.A) (1)
  - 3.1.3.2 Project Engineer – Engineer In Training (E.I.T.) or Architect in Training (A.I.T) (1)
  - 3.1.3.3 Project Inspector – P.A or P.E. (1 to 3)
  - 3.1.3.4 Administrative Staff (1)
- 3.1.4 Proponent's understanding of the scope of services required for the project plus any refinements your firm feels are warranted.
- 3.1.5 Relevant proponents experience including dates of past projects and who on the project team had direct involvement in the project, and illustrative samples. Providing recommendation letters is optional.
- 3.1.6 Relevant proponent experience shall evidence knowledge of FEMA regulation 428 (Public Assistance Alternative Procedures Guide for Permanent Work), FEMA Hazard Mitigation Grants: 406, and other applicable regulations.**
- 3.1.7 Provide detail description of proponent's approach to the project. Proponent shall highlight any innovative ideas it may have to reduce costs or produce a better product.
- 3.1.8 Proponent's understanding of the issues which may impact the project schedule or cost.
- 3.1.9 Proponent's knowledge and adherence to compliance with the admirative cost principal stated at the 2 CFR 200, all rules and regulations applicable to FEMA's grant funded projects. Proponents' acknowledgement that the Federal government has no obligation under this RFP or agreement resulting from it. Proponent shall stat that it will abide by the program fraud and false or fraudulent statements.**
- 3.1.10 Proponents' knowledge and certification of providing services adhered to what regulation of the 41 CFR Sec. 60-1.3 states.
- 3.1.11 Proponent's full name, address and all contact information. Proponents point of contact person, its name and all contact information.
- 3.1.12 Reports of PRIDCO's properties assessments shall be sealed by a Licensed Engineer in Puerto Rico.

- 3.1.13 Any objections or exceptions to requirements in the RFP shall be presented within 7 calendar days of the issue of this document.
- 3.1.14 References- Provide at least three (3) references (name and current phone numbers) from recent work (previous three (3) years) similar to this project. Include a brief description of each project associated with the reference, and the role of the respective team member.
- 3.1.15 Proposed fee schedule itemized for each service per Phases. Each proposed fee shall be itemized per hour, per service, with estimate of the time for each of the activities to be performed. The cost per hour shall be a flat fee including travel expenses, computers, software, mobile devices, personal protection equipment as industry requirements and any other tool to provide the service requested.

### **3.2 PROJECT UNDERSTANDING**

- 3.2.1 This section shall clearly communicate the Proponent's understanding of the nature of work, including coordination with and approvals from PRIDCO.

### **3.3 APPROACH AND MANAGEMENT PLAN**

- 3.3.1 Provide the firm's proposed approach and plan for providing the services.

### **3.4 QUALIFICATIONS AND EXPERIENCE**

- 3.4.1 The proposal shall provide a description of the firm with the type of services offered and a brief history. Provide a description of the organizational structure, including an organizational chart. Provide the qualifications and experience of the proponent(s) that will be available for the project, including the curriculum vitae. Please emphasize the specific qualifications and experience from projects similar to this project.

### **3.5 ADDITIONAL RELEVANT INFORMATION**

- 3.5.1 Provide additional relevant information that may be helpful in the selection process.

### 3.6 REFERENCES

- 3.6.1 Provide at least three references (name and current phone numbers) from recent work (previous three years) similar to this project. Include a brief description of each project associated with the reference, and the role of the respective team member.

### 3.7 SUBMITTAL OF PROPOSALS

- 3.7.1 The proposal shall be printed in single-sided paper size 8.5" x 11". Two (2) copies and one unbound original and a digital copy via USB, of your proposal are due at PRIDCO offices no later than the time specified in Section 4.1.3, below. Envelopes or packages containing your technical proposal and qualifications shall not include the financial proposal. Separate financial or cost proposal shall be presented. **Marketing brochures are not allowed.**

### 3.8 COST PROPOSAL

- 3.8.1 A cost proposal should be submitted in a separate sealed envelope titled Proponent's Cost Proposal. The cost proposal shall include the estimated cost by general category. The cost submittal should indicate the number of anticipated hours and the monthly fee for the requested services. In addition, please provide:
- 3.8.1.1 Hourly rates for each personnel, the named and the service to be provided as described in the RFP.
  - 3.8.1.2 Advise if the hourly fees will be charged for travel time between the Proponent's main office and the project. These fees shall be considered in the hourly rates for each personnel.
  - 3.8.1.3 Advise if daily travel between the Consultant's main office and the project will be a reimbursable charge. These fees shall be considered in the hourly rates for each personnel and part of the cost proposal.
  - 3.8.1.4 Travel time, monthly costs for cell phone service and tolls are to be part of the quoted hourly rate and are not reimbursable. No

reimbursable disbursement including project related travel such as  
to Engineer/Architect's offices will be applicable.

### **3.9 PROOF OF LIABILITY INSURANCE AND WORK COMPENSATION**

3.9.1 Proof of liability insurance and work compensation will be required of the selected Proponent as specified under General Terms and Conditions Section.

### **3.10 PROJECT SCHEDULE**

3.10.1 Provide a preliminary Project schedule that delineates the required phases approach. Illustrate key milestone dates for each phase.

### **3.11 PRIDCO'S RESPONSIBILITIES**

3.11.1 PRIDCO will provide selected proponent with access to building plans, conceptual drawings, records, studies, plans and other available documents relating to the project to facilitate the rendering of services.

### **3.12 GENERAL TERMS AND CONDITIONS:**

3.12.1 This is a request for proposal (RFP) and not a call for bids. Accordingly, participation in this process, including the submission of a Proposal, shall not give rise to any liability, contractual or otherwise, on the part of PRIDCO. Similarly, the submission of a Proposal shall not create any obligation on the part of a Proponent to enter into an Agreement.

3.12.1.1 Proposals received later than the specified closing time will be rejected.

3.12.1.2 PRIDCO shall not be liable for any costs incurred by Proponents in the preparation of their proposals. Furthermore, PRIDCO shall not be responsible for any liabilities, cost, loss or damage incurred by any interested party, prior or subsequent to, or by reason of the acceptance, or non-acceptance of the Proposal.

3.12.1.3 PRIDCO reserves the right to accept or reject any or all Proposals.

3.12.1.4 PRIDCO reserves the right to negotiate price and terms with one or more Consultants and no legal obligations will be established

until the parties have executed a binding written agreement on mutually agreeable terms and conditions.

3.12.1.5 Consultants shall be registered with General Services Administration of the Commonwealth of Puerto Rico.

### **3.13 CONFLICT OF INTEREST**

3.13.1 By submitting a proposal, the Proponent certifies that:

3.13.1.1 No person either natural or corporate, other than the Proponent, has or will have any interest or share in this Proposal or in the proposed Agreement.

3.13.1.2 There is no collusion or arrangement between the Proponent and any other Proponent (s) in connection with this project.

3.13.1.3 The Proponent has no knowledge of the contents of other Proposals and has made no comparison with any other party in connection with the making of the Proposal.

### **3.14 PROPONENT**

3.14.1 The Proponent is Not an Employee of PRIDCO. It is understood that the selected Proponent will not be consider in any manner as an employee of PRIDCO, but solely as an independent Consultant. PRIDCO will not, under any circumstances, be liable to the proponents or consultants(s) or any person or persons acting for or under it for any death, injury, or property damage received or claimed, unless such liability arises by virtue of negligence by PRIDCO, their respective officers, agents, or employees.

### **3.15 INDEMNIFICATION AND HOLD HARMLESS**

3.15.1 Proponent shall relieve PRIDCO and other related agencies and public corporations, its directors, officers, employees, agents, representatives, assignees, and the Government of Puerto Rico, from any responsibility and for all loses, causes of action, claims, property and personal damages, liabilities and expenses (including attorney's fees) arising as a consequence of, or related to negligent actions or fault of the proponent or consultant in the performance of its obligations under this RFP.

3.15.2 Staff hired by the Proponent to carry out its obligations under the resulting Agreement for the services requested by this RFP shall be under the



jurisdiction and legal responsibility of the Proponent, who shall assume all of the risks, costs and responsibilities for their actions, supervision, compensation and discounts required by law. If any acts or situation of harm to third parties arise, Proponent expressly relieves PRIDCO and the Government of Puerto Rico from any claim, lawsuit, suit, or proceedings that arises or may arise in relation thereto.

3.15.3 If the Proponent should subcontract all or any portion of the work to be performed under the resultant agreement, the Proponent shall require each Sub-Consultant to indemnify, hold harmless and defend PRIDCO, it's Board, officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

### **3.16 ASSIGNMENT AND SUB-CONTRACTING**

3.16.1 It is prohibited to assign or sub-contract the whole or any portion of the Work without PRIDCO's prior consent in writing. This requirement will be strictly applied and any disregard of it by the Proponent will be treated as a ground for immediate termination of the contract without prejudice to any other remedies and/or indemnifications.

### **3.17 NON-DISCLOSURE AGREEMENT:**

3.17.1 PRIDCO shall provide selected Proponent all documents, reports or materials that Proponent may need and are necessary to render the services object of the resulting Agreement for the services of this RFP, except those in Proponent possession due to its profession.

3.17.2 All the work produced as part of the contracted services, compelled in writing or any other method of conservation by the Proponent shall be privileged and confidential, and may not be reported or revealed to any third party unless previous written consent is released by PRIDCO; neither said work or information must be included as part of the Proponent's credentials, unless previous written consent is given by the PRIDCO.

3.17.3 All documents, reports, or materials that PRIDCO delivers, or information given to Proponent is strictly confidential, except for documents, reports, material or information that:

3.17.3.1 Is of public domain, or that PRIDCO has authorized its publication or disclosure in writing;



3.17.3.2 Were in legitimate possession of Proponent before PRIDCO disclosed the same and which has no restriction of disclosure

3.17.3.3 Be legitimately reported to the Proponent by a third party, and does not have any restriction on its disclosure; and

3.17.3.4 Have to be reported upon request of law, order or other legal requirements issued by competent authority.

3.17.4 **CONSULTANT** may not disclose confidential information to third parties and shall only discuss it with PRIDCO's directors, officers, employees or authorized agents. The services provided under this Agreement are provided so that PRIDCO can exercise the functions and powers assigned to it by its enabling legislation as part of the Executive Branch and, accordingly, management and work by the Proponent under the resulting Agreement, are granted the same privileges, protections and immunities that cover PRIDCO's efforts, including and without limitations, the Executive Privilege, the Privilege of Deliberative Process and the Attorney-Client Privilege, as they are applicable.

3.17.5 Information concerning the business of PRIDCO which becomes accessible, or known, to the Contractor, its employees or sub-contractors including, but not limited to, financial information, customers, customer lists, business plans, operational plans, data and computer programs, manufacturing processes, engineering/technical data, design process, pricing, research and development, strategic plans, and operating data shall be considered Confidential and Proprietary information of PRIDCO and must not be disclosed to individuals outside of your organization without the prior written approval from PRIDCO.

### 3.18 **INSURANCE REQUIREMENTS**

3.18.1 Throughout the life of this resulting Agreement, Proponent acknowledges it shall pay for and maintain in full force and effect, with an insurance company(s) (Company) admitted by the Puerto Rico Insurance Commissioner to do business in the Commonwealth of Puerto Rico, the following policies of insurance:

3.18.1.1 **PROFESSIONAL ERRORS AND OMISSIONS**, not less than \$500,000 per Occurrence. / \$2,000,000 Aggregate. (2 yr.

discovery and reporting tail period coverage). Certificate of Insurance only required.

**3.18.1.2 COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for “any auto” with combined single limits of liability of not less than \$1,000,000 per occurrence.

**3.18.1.3 WORKERS’ COMPENSATION** Insurance as required under the Puerto Rico Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.

**3.18.1.4 COMPREHENSIVE GENERAL LIABILITY** insurance, \$1,000,000 combine single limit. (Including Contractor All Risk Insurance and Third-Party Liability Insurance).

### **3.19 ADDITIONAL CONDITIONS:**

3.19.1 Any Advisor, Consultant or Professional who drafted, or assisted PRIDCO in the preparation, identification or provided assessment related to the specification for the Project object of this RFP; will be excluded from participation in the Construction Phase as bidders or related personnel.

3.19.2 Specifications on this RFP are not describing a specific brand or firm that will be part of the design and specifications in the Project. No specific product by brand is requested though the life of the services herein requested. Nonetheless, materials shall comply with all federal and industry requirements. When during the process, it is not possible to create specifications that adequately describe the product, "similar to" or "equivalent to" shall be used. None of our specifications for services are limiting the open competition.

3.19.3 The Proponent shall be registered in the System for Award Management (SAM) as required to receive funds from the US federal government. The Proponent shall provide evidence of compliance with this Federal requirement and be in good standing (no active exclusions and debts).

### **SECTION 4 – SUBMISSION REQUIREMENTS:**

Based on the PRIDCO’s understanding of the scope of services for the project, your written proposal should include at a minimum the following information:

#### **4.1 SUBMISSION DEADLINE**

- 4.1.1 Consultants are to prepare and submit their Proposal in response to this RFP in 2 parts identified as:

Part 1 – Technical Requirements

Part 2 – Consultant Cost Proposal

Each of two parts of the Proposal requires a separate sealed envelope, clearly identifying one envelope as “Part 1 – Technical Requirements” and the other envelope as “Part 2 - Consultant Cost Proposal”.

- 4.1.2 The two envelopes are to be submitted at the same time. Proposals that are faxed or e-mailed will be rejected.

- 4.1.3 Proposals shall be submitted before: **4:00 PM local time, Friday, May 05, 2023, to:**

Mrs. Janira Aponte Serrano  
PRIDCO Main Office Suite 303  
355 F.D. Roosevelt Ave.

#### **4.2 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

- 4.2.1 A proposal that is in possession of PRIDCO may be withdrawn or altered by letter with the signature and name of the person authorized for submitting if it is received prior to the time and date of opening.

#### **4.3 ERRORS IN PROPOSALS**

- 4.3.1 The Consultants are responsible for errors and omissions on their proposals and any such errors and omissions will not reduce their obligation to PRIDCO.

#### **4.4 RIGHT OF REJECTION**

- 4.4.1 PRIDCO and the Government of Puerto Rico reserves the right to cancel the RFP process at any moment for local or federal government convenience or due to funds availability.

#### **4.5 PRODUCT OWNERSHIP**

4.5.1 Any documents, drawings or reports as well as the intellectual services resulting from any contract will be property of PRIDCO. All drawings documents, all construction specifications, and any other documents shall be delivered in hard copy, USB or cloud access. According to the documents in questions the documents shall be editable AutoCAD format (.dwg) or editable MS Word format (.doc).

#### **4.6 LICENSING REQUIREMENTS**

4.6.1 Any professional or business licenses required to render the requested services, if selected, will be at the sole cost and responsibility of the Proponent. Proponent shall include all professional licenses, Board memberships and any other required by its profession for the required services under this RFP.

#### **4.7 PROPOSAL DEVELOPMENT COSTS**

4.7.1 The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the PRIDCO.

#### **4.8 ADDITIONAL INFORMATION**

4.8.1 PRIDCO's contact person will be:

**Carelis Valentin Santiago**  
PRIDCO's Project Manager  
Property Management Office  
**[fema.admin.4473@pridco.pr.gov](mailto:fema.admin.4473@pridco.pr.gov)**

## **SECTION 5 – SELECTION OF CONSULTANT:**

### **5.1 PROPOSAL EVALUATION CRITERIA AND PROCEDURES**

#### **5.1.1 Evaluation Criteria**

Proposal will be received by Mrs. Janira Aponte Serrano from PRIDCO's Properties Management Office, Room 303, Monday, May 05, 2023, no later than 4:00 pm.

An evaluation committee, comprised of PRIDCO's members, will review, and evaluate technical proposals against the following criteria:

5.1.1.1 Understanding of PRIDCO's Goals: Does the Proponent understand the Project parameters?

5.1.1.2 Staff: Do qualifications of key personnel assigned to the Project coincide with Project's requirements? Do assigned personnel have all required education, experience, and professional qualifications? Do assigned personnel have relevant experience complying with Public Policy for Federal and State projects?

5.1.1.3 Specific Management Approach: How does the Proponent intend to achieve the PRIDCO's budget and time goals for the Project? How will the Proponent apply its management techniques and resources? Discuss such factors as:

5.1.1.3.1 Project management and team organization

5.1.1.3.2 Quality control

5.1.1.3.3 Schedule control

5.1.1.3.4 Budget control (experience of cost estimator)

5.1.1.3.5 Relations with sub-consultants

5.1.1.4 Experience: Proponent's demonstrated the ability to successfully provide services for projects of a similar complexity and size. Does the Proponent have experience with public services projects?

5.1.1.5 Organization: Are the qualifications of the Proponent's personnel suitable for the Project; and does the Proponent's organizational structure show sufficient depth for its present workload?

- 5.1.1.6 Reputation: Are the Proponent's references from past clients and associates favorable; and does the Proponent show financial and operational stability?
- 5.1.1.7 Services Offered: Does Proponent offer the breadth and quality of services required for the Project?
- 5.1.1.8 Pre-Construction Bid Services: Does Proponent have ability to provide pre-construction bidding services, including estimating, scheduling, constructability review, bidding strategies, and value engineering?
- 5.1.1.9 Relevant Management & Permitting Experience
- 5.1.1.10 Financial capability to guarantee negotiated cost and bear expenses above that cost.

## **5.1.2 Consultant Selection Procedures**

- 5.1.2.1 At completion of the proposal review process, Proponents will be ranked, and the three (3) most highly qualified Proponents will conform a "short list". The short list will be integrated by the best qualified proponents. Price will be considered but will not constitute the sole item to be considered nor will it grant automatic selection of a Proponent.
- 5.1.2.2 Proponents on the short list will be asked to formally present their proposal to PRIDCO, and respond to interviewer questions. Following presentation/interviews, the evaluation committee will complete its ranking. Final selection will be made based on a combination of qualifications and cost, with the emphasis on qualifications. PRIDCO is not looking for the lowest bidder, rather a business partner. The evaluation committee will make a recommendation to the PRIDCO's Board for final decision. The presentation and interview session will not exceed one hour per Proponent.
- 5.1.2.3 After thorough evaluation by Committee, all proponents that submitted proposals will be notified of the awarded proponents, according to the schedule below.
- 5.1.2.4 Following successful negotiations with the selected Proponent, a contract will be drafted and then referred to the PRIDCO's Board for final approval.

## **SECTION 6 – SCHEDULE:**

PRIDCO believes the Proponent selection schedule will be as follows:

- 6.1 RFP Issued: Wednesday, April 05, 2023 (To access the document electronically please access):**
- 6.2 Virtual Project Scope Presentation (Mandatory): Wednesday, April 19, 2023, at 10:00 A.M.** The Project Scope Presentation will be held virtually via Microsoft Team. (To join the meeting please access the following link: [shorturl.at/desRX](https://shorturl.at/desRX))  
**Attendance to the Virtual Project Scope Presentation is Mandatory.**
- 6.3 Questions Due: Wednesday, April 26, 2023, no later than 4:00 pm**
- 6.4 Response to Questions/Answers Sent: Monday, May 01, 2023, no later than 4:00 pm**
- 6.5 Proposals due: Friday, May 05, 2023, no later than 4:00 pm** at PRIDCO's Properties Management Office, 355 F.D. Roosevelt Avenue, Room 303, Hato Rey PR 00918
- 6.6 Selection/Short-list: Friday, May 12, 2023.**
- 6.7 Consultant Short-list Interviews: Tuesday, May 16, 2023.**
- 6.8 Revised Proposals: Friday, May 19, 2023, no later than 4:00 pm**
- 6.9 Recommendation for Selection will be: no later than Friday, May 26, 2023.**

## **SECTION 7 – QUESTIONS:**

- 7.1 Questions must be delivered by electronic mail. All requests for interpretation shall be brought to the attention of PRIDCO in writing no later than Question Due date, indicated above. Questions should be addressed to:

**Carelis Valentin Santiago**  
**Project Manager**  
Property Management Office  
**fema.admin.4473@pridco.pr.gov**

- 7.2 No clarifications requests will be accepted by telephone. Responses to clarifications requests and changes to the RFP required before the submission closing will be issued in the forms of a written Addendum and sent by email. PRIDCO will assume no responsibility for oral instructions or suggestions.



**SECTION 8 – ATTACHMENTS**

**Attachment 1–A**

**SCHEDULE OF COMPENSATION AND KEY PERSONNEL**

The maximum amount to be paid under this Agreement shall not exceed the total amount authorized by PRIDCO under all properly executed Task Orders (see Task Order form provided in Attachment 1-B of this Agreement) which shall in no event, in the aggregate, exceed \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_ (“Agreement Maximum Amount”).

**Position Classification and Fees**

| Project Position                      | Low | Medium | High | Low  | Medium  | High  |
|---------------------------------------|-----|--------|------|--|---|---|
| Program<br>Manager/Client<br>Services |     |        |      | PE +20 years<br>in project<br>management +<br>10 years<br>industry | PE +20<br>years in<br>project<br>management<br>+ 15 years<br>industry | PE +20 years in<br>project<br>management +<br>20 years industry |
| Manager Pre-<br>Construction          |     |        |      | PE +15 years<br>in project<br>management +<br>5 years<br>industry  | PE +15<br>years in<br>project<br>management                           | PE +15 years in<br>project<br>management +<br>15 years industry |

| Project Position   | Low | Medium | High | Low   | Medium   | High   |
|--------------------|-----|--------|------|---|--|--|
|                    |     |        |      |   | + 10 years industry                                    |  |
| Principal Engineer |     |        |      | PE +15 years in project management + 6 years industry | PE +15 years in project management + 10 years industry | PE +15 years in project management + 15 years industry |
| Senior Engineer    |     |        |      | PE +10 years in project management + 2 years industry | PE +10 years in project management + 5 years industry  | PE +10 years in project management + 10 years industry |
| Junior Engineer    |     |        |      | EIT +5 years  | PE + 5 years in project management + 5 years industry  | PE +15 years in project management + 10 years industry |
| Engineer           |     |        |      | BS in Engineering                                     | N/A  | EIT + 4 years  |

| Project Position                         | Low | Medium | High | Low  | Medium   | High   |
|--|-----|--------|------|--|--|--|
| Technician                               |     |        |      | Technical degree   | N/A  | Technical degree + 5 years                             |
| Drafter                                  |     |        |      | 0 - 5 years  | N/A  | 6 years  |
| Estimator                                |     |        |      | EIT + 5 years in estimating  | N/A  | PE + 10 years in estimating                            |
| Scheduler                                |     |        |      | EIT + 5 years in scheduling  | N/A  | PE + 10 years in scheduling                            |
| Document Control                         |     |        |      | EIT + 5 years in estimating  | N/A  | PE + 10 years in estimating                            |
| Clerical                                 |     |        |      | Subject to evaluation on a case-by-case basis  |  |  |
| Off -Island Expert (with prior approval) |     |        |      | Subject to evaluation on a case-by-case basis.<br>Low minimum of 15 years and high minimum of 20 years |  |  |
| Manager Construction                     |     |        |      | PE +15 years in project management + 5 years industry  | PE +15 years in project management + 10 years industry | PE +15 years in project management + 15 years industry |

| Project Position                   | Low | Medium | High | Low                         | Medium               | High                        |
|------------------------------------|-----|--------|------|-----------------------------|----------------------|-----------------------------|
| Construction Coordinator           |     |        |      | PE + 5 years                | N/A                  | PE + 10 years               |
| Inspector                          |     |        |      | EIT + 5 years in estimating | N/A                  | PE + 10 years in scheduling |
| Resident Engineer/Architect        |     |        |      | EIT + 5 years in estimating | N/A                  | PE + 10 years in scheduling |
| Office Engineer                    |     |        |      | BS in Engineering           | N/A                  | EIT + 4 years               |
| Health & Safety                    |     |        |      | Certified + 5 years         | Certified + 10 years | Certified + 15 years        |
| Closure/Claims (ex: change orders) |     |        |      | BS in Engineering           | EIT +5 years         | PE +5 years                 |
| Procurement                        |     |        |      | EIT +5 years                | N/A                  | PE +5 years                 |

## **Attachment 1-B**

### **Process for Issuance of Task Orders and Form of Task Order for Professional Services**

#### **I. Project Authorization Request and Task Order**

Task orders submitted in accordance with Section 3.1 of this Agreement shall be numbered and shall include the number of this Agreement, the budget, including hours to be spent, hourly rates as provided for in the compensation terms of this Agreement, staff to be used, notification and/or approval request (as applicable) of subcontractor(s) to be used, schedules for each of the Services to be provided thereunder, and any other relevant information requested by PRIDCO. It shall also include updated information of the project schedule (including actual or expected variances from the master schedule) and budget (including expected variances from the master budget and fees).

Each task order shall become effective upon the execution by both parties and shall be considered incorporated into this Agreement.

A new Project and each of its phases shall not proceed without a PRIDCO approved Task Order. No Task Order will become binding upon PRIDCO until it is approved, in writing, by the PRIDCO's Executive Director of Infrastructure or his designee. Absent such approval of a Task Order, PRIDCO will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), for any Services provided not pursuant to an approved Task Order.

Receipt of an approved and executed Task Order will constitute a Notice to Proceed issued by PRIDCO. Immediately upon such receipt CMI will commence its services. PRIDCO may revise or approve revisions of a Task Order after its issuance if a more detailed knowledge of the Project and conditions for its performance warrant such revision.

## **Attachment 1-C**

### **FORM OF TASK ORDER FOR PROFESIONAL SERVICES**

**CONTRACT NUMBER: 2023-XXXXXX**

**TASK ORDER NUMBER: FEMA 4473-DR-PR**

#### **I. Scopes of Services**

CMI shall perform and provide all services pertaining to planning, permitting, land acquisition, procuring Detailed Design Services, assisting in construction procurement processes, managing construction projects, start-up, testing, closure and otherwise assisting PRIDCO in the implementation of PRIDCO's FEMA Assistance Program and other Projects ("Services").

CMI Services include those specifically described below and any and all work necessary to complete them or carry them out fully as well as any other Additional Services, all in accordance with the Agreement Standards forth in Section 3.3.

The objectives of this Agreement include, but are not limited to the following:

#### **II. Schedule for Completion of Task, including any milestones as appropriate**

The following monthly reports will make reference to the task order number and will include the milestones reached and if they were met on schedule. A description of next steps. List of any inconvenience and how and will it be solved.

#### **III. Deliverables**

In carrying out its Services, CMI must prepare or provide to PRIDCO various Deliverables. "Deliverables" include work product, such as drawings, designs, models, samples, plans and specifications, written reviews, schedules, recommendations, reports, studies, evaluations, notices and analyses, or any other document or information produced or gathered by CMI for PRIDCO in the performance of all Services. All Deliverables must be prepared in a form and content satisfactory to PRIDCO and delivered in a timely manner consistent with the requirements of this Agreement.

PRIDCO may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which PRIDCO made this Agreement or for which PRIDCO intends to use the Deliverables. If PRIDCO determines that CMI has failed to comply with the foregoing, PRIDCO will notify CMI of its failure. If CMI does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from PRIDCO specifying the failure, or such other time as specified in the notice, then PRIDCO, also by written notice, may treat the failure as a default of this Agreement.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of PRIDCO and when consented to in advance by PRIDCO. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve CMI of its commitments under this Agreement.

#### **IV. Staffing and Loading**

CMI shall provide personnel having, among other things, the requisite technical, engineering, construction, accounting and contract administration experience and licenses to perform all Services.

**Note 1: Staff shall be as approved by PRIDCO via submittals as needed.**

| <b>Position</b>                  | <b>Person Name</b> | <b>Loading (in Hrs.)</b> |
|----------------------------------|--------------------|--------------------------|
| Project Coordinator (PE or RA)   | See Note 1 above   |                          |
| Project Engineer (EIT or PE)     | See Note 1 above   |                          |
| Document Control Specialist      | See Note 1 above   |                          |
| Scheduler and Report Coordinator | See Note 1 above   |                          |
| Data KPI's Manager               | See Note 1 above   |                          |
| Cost / Billing Specialist        | See Note 1 above   |                          |
| Legal & Compliance Manager       | See Note 1 above   |                          |
| Administration Assistant         | See Note 1 above   |                          |
|                                  |                    |                          |



## V. Budget for Completion of Task:

### 5.1 Direct Labor Cost

| Position                         | Person           | Person Loading (Hrs.) | Hourly Rate (\$/Hr.) | Maximum Authorized Amount |
|----------------------------------|------------------|-----------------------|----------------------|---------------------------|
| Project Coordinator (PE or RA)   | See Note 2 below |                       |                      |                           |
| Project Engineer (EIT or PE)     | See Note 2 below |                       |                      |                           |
| Document Control Specialist      | See Note 2 below |                       |                      |                           |
| Scheduler and Report Coordinator | See Note 2 below |                       |                      |                           |
| Data KPI's Manager               | See Note 2 below |                       |                      |                           |
| Cost / Billing Specialist        | See Note 2 below |                       |                      |                           |
| Legal & Compliance Manager       | See Note 2 below |                       |                      |                           |
| Administration Assistant         | See Note 2 below |                       |                      |                           |
| Total Labor                      |                  |                       |                      | \$                        |

**Note 2: Staff shall be as approved by PRIDCO via submittals as needed.**

### 5.2 Direct Expenses

| Cost Description                 | Number of Units & Description | Unit Cost (\$/Unit) | Maximum Authorized Amount |
|----------------------------------|-------------------------------|---------------------|---------------------------|
| Approved Travel Expenses         | INCLUDED ON RATES             | N/A                 | N/A                       |
| Subcontractors Services (detail) | INCLUDED ON RATES             | N/A                 | N/A                       |
| Markups (detail)                 | INCLUDED ON RATES             | N/A                 | N/A                       |
| <b>Total Expenses</b>            | INCLUDED ON RATES             | N/A                 | N/A                       |

### 5.3 Lump-Sum Compensation Items (If Applicable)

| Item  | Description | Delivery Date | Maximum Authorized Lump Sum Amount |
|-------|-------------|---------------|------------------------------------|
| 1.    | N/A         | N/A           | N/A                                |
| 2.    | N/A         | N/A           | N/A                                |
| Total |             |               | \$                                 |

#### 5.4 Total Budget

This will include a reference of the contact number; the PW number; the DI number.

It will subtract from the amount of the contact granted; the amount of each task order under each PW and the phase of construction it's in and the balance of the PW granted and the balance of the agreement remaining.

| Description                   | Maximum Authorized Amounts |
|-------------------------------|----------------------------|
| Total Labor (5.1+5.2)         |                            |
| Total Lump Sum Expenses (5.3) | N/A                        |
| <b>Total Task</b>             |                            |

The Maximum Authorized Amount for this Task is \_\_\_\_\_ (\$XXXX.00).

Any changes in this budget shall be pre-approved by PRIDCO. Approval shall be in the form of a memorandum of understanding duly signed by the parties.

To ensure prompt payment of invoices, please include the Contract Number and Task Order Number on all invoices related to the completion of the above-authorized task.

PUERTO RICO INDUSTRIAL  
DEVELOPMENT CORPORATION

CMI

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 9 – EXHIBITS:**

- 9.1 EXHIBIT A - PRIDCO'S INDUSTRIAL BUILDINGS (CATEGORY E)**
- 9.2 EXHIBIT A.1 - PRIDCO BUILDING DAMAGED BY EARTHQUAKE**
- 9.3 EXHIBIT B – RFP MITIGATION, DESIGN AND PERMITTING**
- 9.4 EXHIBIT C - HUD PROVISIONS**
- 9.5 EXHIBIT D - REGLAMENTO 9230 – ASG REGULATION**
- 9.6 EXHIBIT E - FEMA PUBLIC ASSISTANCE PROGRAM AND POLICY GUIDE V.4 20200601**